



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for Ham Lane and Harney Lane Traffic Signal and Lighting Project with Steiny and Company, Inc., of Vallejo (\$223,223)

**MEETING DATE:** October 3, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for Ham Lane and Harney Lane traffic signal and lighting project with Steiny and Company, Inc., of Vallejo, in the amount of \$223,223.

**BACKGROUND INFORMATION:** On June 20, 2012, Council authorized the City Manager to execute a contract with Y&C Transportation Consultants, Inc., for design of the Ham Lane and Harney Lane traffic signal and lighting project. This intersection ranked first on the City's Signal Priority List.

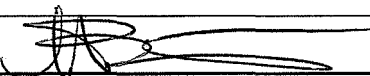
The Ham Lane and Harney Lane traffic signal and lighting project includes the construction of interim traffic signal and lighting improvements at the Ham Lane and Harney Lane intersection. Ultimate signal improvements will be constructed as development occurs to the south of Harney Lane. The proposed interim signal improvements will provide a level of service (LOS) of no less than LOS D through 2023. The City's minimum LOS criteria is LOS E.

Plans and specifications for this project were approved on August 15, 2012. The City received the following four bids for this project on September 19, 2012. The lowest responsive bidder, Steiny and Company, Inc., has signed the required Local Hire forms and agreed to attempt to employ local hires in their workforce and the workforce of their subcontractor(s). The company will hire through the local union hall and therefore declined to advertise in a general circulation newspaper.

| Bidder              | Location  | Bid        |
|---------------------|-----------|------------|
| Engineer's Estimate |           | \$ 228,910 |
| Steiny and Company  | Vallejo   | \$ 223,223 |
| Bockmon & Woody     | Stockton  | \$ 227,800 |
| Pacific Excavation  | Elk Grove | \$ 241,250 |
| Ray's Electric      | Oakland   | \$ 253,500 |

**FISCAL IMPACT:** Construction of the project will slightly increase traffic signal maintenance costs but will reduce the City's liability exposure by improving traffic safety.


APPROVED:

  
Konradt Bartlam, City Manager

**FUNDING AVAILABLE:** This project is budgeted in the FY12/13 budget. Funding is available from the following funds:

|                                    |          |           |
|------------------------------------|----------|-----------|
| Transportation Development Act     | (329006) | \$110,000 |
| Regional Transportation Impact Fee | (338006) | \$100,000 |
| Streets impact Fees                | (332006) | \$100,000 |

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/CES/pmf  
cc: Deputy Public Works Director - Utilities

**HAM LANE AND HARNEY LANE  
TRAFFIC SIGNAL AND LIGHTING PROJECT**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and STEINY AND COMPANY, INC., herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

|                        |                                     |
|------------------------|-------------------------------------|
| Notice Inviting Bids   | The July 1992 Edition,              |
| Information to Bidders | Standard Specifications,            |
| General Provisions     | State of California,                |
| Special Provisions     | Business and Transportation Agency, |
| Bid Proposal           | Department of Transportation        |
| Contract               |                                     |
| Contract Bonds         |                                     |
| Plans                  |                                     |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

**ARTICLE I** - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

**ARTICLE II** - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III** - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consist of traffic signal and lighting improvements at the Ham Lane and Harney Lane intersection including the purchase and installation of traffic signal equipment, modifying signage and striping, installing metal beam guard railing and all other incidental and related work as shown on the plans and specification for "Ham Lane and Harney Lane Traffic Signal and Lighting Project".

#### CONTRACT ITEMS

| ITEM NO. | DESCRIPTION                             | UNIT | EST'D. QTY | UNIT PRICE   | TOTAL PRICE   |
|----------|---|------|------------|--------------|---------------|
| 1.       | Mobilization                            | LS   | 1          | \$ 4,000.00  | \$ 4,000.00   |
| 2.       | Traffic Control                         | LS   | 1          | \$ 9,000.00  | \$ 9,000.00   |
| 3.       | Metal Beam Guard Rail with Wooden Posts | LF   | 140        | \$ 65.00     | \$ 9,100.00   |
| 4.       | Signage and Striping                    | LS   | 1          | \$ 7,000.00  | \$ 7,000.00   |
| 5.       | Signal and Lighting                     | LS   | 1          | \$194,123.00 | \$ 194,123.00 |
| TOTAL    |   |      |            |              | \$ 223,223.00 |

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or

materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

**ARTICLE VIII** - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **120 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

**IN WITNESS WHEREOF**, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2012-155

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR HAM LANE AND HARNEY LANE  
TRAFFIC SIGNAL AND LIGHTING PROJECT

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 19, 2012, at 11:00 a.m., for the Ham Lane and Harney Lane Traffic Signal and Lighting Project, described in the plans and specifications therefore approved by the City Council on August 15, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <b>Bidder</b>      | <b>Bid</b> |
|--------------------|------------|
| Steiny and Company | \$ 223,223 |
| Bockmon & Woody    | \$ 227,800 |
| Pacific Excavation | \$ 241,250 |
| Ray's Electric     | \$ 253,500 |

WHEREAS, staff recommends awarding the contract for the Ham Lane and Harney Lane Traffic Signal and Lighting Project to the low bidder, Steiny and Company, of Vallejo, California, in the amount of \$223,223.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Ham Lane and Harney Lane Traffic Signal and Lighting Project to the low bidder, Steiny and Company, of Vallejo, California, in the amount of \$223,223; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: October 3, 2012

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I hereby certify that Resolution No. 2012-155 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 3, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk